

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF ALLENTOWN, COUNTY OF MONMOUTH, NEW JERSEY

AND

**THE FRATERNAL ORDER OF POLICE LODGE #114,
REPRESENTING THE SWORN MEMBERS OF THE POLICE DEPARTMENT
OF THE BOROUGH OF ALLENTOWN**

EFFECTIVE:

JANUARY 1, 2015 – DECEMBER 31, 2017

TABLE OF CONTENTS:

PREAMBLE	
ARTICLE 1: RECOGNITION	PAGE 2
ARTICLE 2: UNION SECURITY AND BUSINESS	PAGE 3
ARTICLE 3: AGENCY SHOP	PAGES 4-5
ARTICLE 4: EQUAL TREATMENT	PAGE 6
ARTICLE 5: MANAGEMENT RIGHTS	PAGE 7
ARTICLE 6: HOURS OF EMPLOYMENT/SHIFT SCHEDULE/MANPOWER	PAGES 9-10
ARTICLE 7: SALARY AND WAGES	PAGE 11
ARTICLE 8: LONGEVITY	PAGE 12
ARTICLE 9: HOLIDAY PAY	PAGE 13
ARTICLE 10: OVERTIME	PAGE 14
ARTICLE 11: OUTSIDE EMPLOYMENT	PAGES 15
ARTICLE 12: OFF DUTY ACTION	PAGE 16
ARTICLE 13: LEGAL AID	PAGE 17
ARTICLE 14: SENIORITY	PAGE 18
ARTICLE 15: PAID LEAVES OF ABSENCE	PAGES 19-21
ARTICLE 16: NON-PAID LEAVES OF ABSENCE	PAGE 22
ARTICLE 17: MILITARY LEAVE	PAGE 23-24
ARTICLE 18: VACATION	PAGE 25
ARTICLE 19: FAMILY MEDICAL LEAVE ACT	PAGE 26
ARTICLE 20: DISCIPLINE/DISCHARGE	PAGE 27
ARTICLE 21: BILL OF RIGHTS	PAGES 28-32
ARTICLE 22: GRIEVANCE PROCEDURE	PAGES 33-34
ARTICLE 23: HEALTH INSURANCE	PAGES 35-36
ARTICLE 24: SAFETY AND HEALTH	PAGE 37
ARTICLE 25: JOB CLASSIFICATIONS	PAGE 38
ARTICLE 26: PERSONNEL RECORDS AND FILES	PAGE 39-40
ARTICLE 27: RETENTION OF BENEFITS	PAGE 41
ARTICLE 28: MODIFICATION	PAGE 42
ARTICLE 29: SEVERABILITY AND SAVINGS	PAGE 43
ARTICLE 30: TERM OF RENEWAL	PAGE 44

PREAMBLE

THIS AGREEMENT MADE BETWEEN THE BOROUGH OF ALLENTOWN, A BODY POLITIC OF THE STATE OF NEW JERSEY, COUNTY OF MONMOUTH HEREINTO REFERRED TO AS THE "BOROUGH" OR "EMPLOYER", AND MEMBERS OF THE ALLENTOWN POLICE DEPARTMENT - F.O.P. LODGE #114, AN AFFILIATE OF THE FRATERNAL ORDER OF POLICE - NEW JERSEY LABOR COUNCIL, INC., HEREINAFTER REFERRED TO AS THE "FOP" OR "UNION".

WHEREAS; THE "BOROUGH" HAS VOLUNTARILY ENDORSED THE PRACTICES AND PROCEDURES OF COLLECTIVE BARGAINING AS A FAIR AND ORDERLY WAY OF CONDUCTING ITS RELATIONS WITH ITS EMPLOYEES, INSOFAR AS SUCH PRACTICES AND PROCEDURES ARE APPROPRIATE TO THE FUNCTIONS AND OBLIGATIONS OF THE "EMPLOYER" TO RETAIN THE RIGHT TO EFFECTIVELY OPERATE THE ALLENTOWN POLICE DEPARTMENT IN A RESPONSIBLE AND EFFICIENT MANNER AND ARE CONSONANT WITH THE PARAMOUNT INTERESTS OF THE BOROUGH AND ITS CITIZENS;

WHEREAS; THE PARTIES RECOGNIZE THAT THIS AGREEMENT IS NOT INTENDED TO MODIFY ANY OF THE DISCRETIONARY AUTHORITY VESTED IN THE BOROUGH OR "EMPLOYER" BY THE STATUTES OF THE STATE OF NEW JERSEY;

WHEREAS; IT IS THE INTENTION OF THIS AGREEMENT TO PROVIDE, WHERE NOT OTHERWISE MANDATED BY STATUTE OR ORDINANCE, FOR THE SALARY STRUCTURE, FRINGE BENEFITS, AND EMPLOYMENT CONDITIONS OF EMPLOYEES COVERED BY THIS AGREEMENT, TO PREVENT INTERRUPTIONS OF WORK AND INTERFERENCE WITH THE EFFICIENT OPERATIONS OF THE ALLENTOWN POLICE DEPARTMENT AND TO PROVIDE AN ORDERLY AND PROMPT METHOD FOR HANDLING AND PROCESSING GRIEVANCES; AND

WHEREAS; THE EMPLOYER AND THE UNION ENTERED INTO AN AGREEMENT THIS ____ DAY OF MARCH, 2016 AND IT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF ALLENTOWN, NEW JERSEY.

NOW, THEREFORE, THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

ARTICLE 1 RECOGNITION

- A. THE EMPLOYER RECOGNIZES THE FRATERNAL ORDER OF POLICE LODGE #114/FOP-NEW JERSEY LABOR COUNCIL AS THE SOLE AND/OR EXCLUSIVE BARGAINING AGENT FOR THE PURPOSE OF ESTABLISHING SALARIES, WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT FOR ALL OF ITS EMPLOYEES IN THE CLASSIFICATIONS OF EMPLOYMENT FOR ALL OF ITS EMPLOYEES, INCLUSIVE OF THE TITLES OF POLICE OFFICER, CORPORAL, AND LIEUTENANT IN THE ALLENTOWN POLICE DEPARTMENT. ANY CHANGES TO THE UNIT CLASSIFICATION OR RANK STRUCTURE SHALL BE NEGOTIATED WITH THE BARGAINING UNIT REPRESENTATIVES PRIOR TO IMPLEMENTATION.
- B. THIS AGREEMENT SHALL BE BINDING ON THE PARTIES HERETO AND THEIR SUCCESSORS, AS PERMITTED BY LAW.
- C. THE FOLLOWING POSITIONS WITHIN ALLENTOWN BOROUGH POLICE DEPARTMENT ARE COVERED IN THIS CONTRACTUAL AGREEMENT:
 - 1) PATROLMAN (12 STEPS: PROBATIONARY THROUGH SENIOR PATROLMAN)
 - 2) CORPORAL
 - 3) SERGEANT*
 - 4) LIEUTENANT

* AT THE INCEPTION OF THIS CONTRACT THERE ARE NO PERSONNEL ASSIGNED TO THE RANK OF SERGEANT.

ARTICLE 2 UNION SECURITY AND BUSINESS

- A. UPON RECEIPT OF A FULLY EXECUTED WRITTEN AUTHORIZATION FROM AN EMPLOYEE, THE EMPLOYER AGREES TO DEDUCT THE REGULAR UNION DUES OF SUCH AN EMPLOYEE FROM HIS PAY AND REMIT SUCH DEDUCTION TO THE UNION'S DESIGNATED BANKING INSTITUTION AND A COPY OF THE DUES DEDUCTED AND REMITTED TO THE UNION IN WRITING TO RECEIVE SUCH EXACT AMOUNT OF SUCH REGULAR MEMBERSHIP DUES TO BE DEDUCTED. SUCH STATUTES AS AMENDED. THE AUTHORIZATION SHALL REMAIN IN EFFECT UNLESS TERMINATED BY THE EMPLOYEE WHO MUST GIVE WRITTEN NOTICE OF SUCH CANCELLATION (NOTICE OF WITHDRAWAL) TO THE EMPLOYER AND THE UNION. SUCH TERMINATION OF DUES DEDUCTIONS WILL TAKE PLACE AS OF 1ST DAY OF THE NEXT SUCCEEDING MONTH FROM THE DATE ON WHICH WRITTEN NOTICE OF WITHDRAWAL IS FILED BY AN EMPLOYEE WITH THE EMPLOYER AND THE UNION.
- B. THE UNION AGREES TO INDEMNIFY AND HOLD THE EMPLOYER HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS, ORDERS OF JUDGMENT BROUGHT OR ISSUED AGAINST THE EMPLOYER AS A RESULT OF ANY ACTION BY THE EMPLOYER UNDER THE PROVISIONS OF THIS ARTICLE.
- C. EFFECTIVE JANUARY 1ST EACH YEAR, THERE SHALL BE A LEAVE BANK ESTABLISHED AND MAINTAINED FOR THE PURPOSE OF PROVIDING OFFICERS AND/OR DESIGNEES, OF THE FOP RELEASE TIME FROM DUTY TO CONDUCT UNION BUSINESS. THE MAXIMUM COMBINED NUMBER OF LEAVE DAYS IN ANY CALENDAR YEAR SHALL BE FIVE (5) DAYS. THESE LEAVE DAYS ARE IN ADDITION TO THOSE PROVIDED FOR BY STATE STATUTE FOR THE PURPOSE OF ATTENDING CONVENTIONS AND CONFERENCES. UNION LEAVE MAY BE UTILIZED FOR ANY OF THE FOLLOWING AT THE DIRECTION OF THE FOP.
 - 1) FOR ANY INTEREST ARBITRATION, CONTRACT NEGOTIATIONS OR PREPARATION THEREOF, TO ONE (1) MEMBER OF THE NEGOTIATING TEAM AND NECESSARY WITNESSES. MEMBERS SHALL PROVIDE REASONABLE NOTICE OF THEIR REQUEST FOR SUCH LEAVE.

- 2) THE FOP ASSOCIATE (OR BARGAINING UNIT CHAIRMAN), OR HIS DESIGNEE SHALL HAVE REASONABLE TIME OFF TO HANDLE AND PROCESS GRIEVANCES OR OTHER LABOR RELATIONS MATTERS WITH REPRESENTATIVES OF THE EMPLOYER.
- 3) ANY OTHER LAWFUL UNION BUSINESS AS AUTHORIZED BY THE FOP PRESIDENT AND/OR BARGAINING UNIT CHAIRMAN.
- 4) UNION LEAVE REQUESTS SHALL NOT BE UNREASONABLY DENIED.

ARTICLE 3 AGENCY SHOP

- A. ANY PERMANENT EMPLOYEE IN THE BARGAINING UNIT ON THE EFFECTIVE DATE OF THIS AGREEMENT WHO DOES NOT JOIN THE UNION WITHIN THIRTY (30) DAYS THEREAFTER, ANY NEW PERMANENT EMPLOYEE WHO DOES NOT JOIN WITHIN THIRTY (30) DAYS OF INITIAL EMPLOYMENT WITHIN THE UNIT, AND ANY PERMANENT EMPLOYEE PREVIOUSLY EMPLOYED WITHIN THE UNIT WHO DOES NOT JOIN WITHIN TEN (10) DAYS OF RE-ENTRY INTO EMPLOYMENT WITH THE UNIT SHALL, AS A CONDITION OF EMPLOYMENT, PAY A REPRESENTATION FEE TO THE UNION BY AUTOMATIC PAYROLL DEDUCTION. THE REPRESENTATION FEE SHALL BE IN AN AMOUNT EQUAL TO EIGHTY-FIVE (85%) PERCENT OF THE REGULAR UNION MEMBERSHIP DUES, FEES, AND ASSESSMENTS AS CERTIFIED TO THE EMPLOYER BY THE UNION. THE UNION MAY REVISE ITS CERTIFICATION OF THE AMOUNT OF THE REPRESENTATIVE FEE AT ANY TIME TO REFLECT CHANGES IN THE REGULAR UNION MEMBERSHIP DUES, FEES AND ASSESSMENTS. THE UNION'S ENTITLEMENT TO THE REPRESENTATION FEE SHALL CONTINUE BEYOND THE TERMINATION DATE OF THIS AGREEMENT SO LONG AS THE UNION REMAINS THE MAJORITY REPRESENTATIVE OF THE EMPLOYEES IN THE UNIT, PROVIDED THAT NO MODIFICATION IS MADE IN THIS PROVISION BY A SUCCESSOR AGREEMENT BETWEEN THE UNION AND THE EMPLOYER.

- B. THE UNION AGREES THAT IT WILL INDEMNIFY AND SAVE HARMLESS THE BOROUGH AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, LOSSES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) IN ANY MATTER RESULTING FROM ACTION TAKEN BY THE BOROUGH OF ALLENTOWN AT THE REQUEST OF THE UNION UNDER THIS ARTICLE.

ARTICLE 4 EQUAL TREATMENT

- A. THE EMPLOYER AGREES THAT THERE SHALL BE NO DISCRIMINATION OR FAVORITISM FOR REASONS OF SEX, AGE, NATIONALITY, RACE, RELIGION, POLITICAL AFFILIATION, POLITICAL ACTIVITIES, UNION MEMBERSHIP, OR UNION ACTIVITIES, IN ACCORDANCE WITH NEW JERSEY STATE AND FEDERAL LAW.
- B. THE EMPLOYER AND THE UNION AGREE NOT TO INTERFERE WITH THE RIGHT OF EMPLOYEES TO BECOME OR NOT TO BECOME MEMBERS OF THE UNION AND FURTHER THAT THERE SHALL BE NO DISCRIMINATION OR COERCION AGAINST, ANY EMPLOYEES BECAUSE OF UNION MEMBERSHIP OR NON-MEMBERSHIP.

ARTICLE 5 MANAGEMENT RIGHTS

- A. THE EMPLOYER RETAINS AND MAY EXERCISE ALL RIGHTS, POWERS, DUTIES, AUTHORITY AND RESPONSIBILITIES CONFERRED UPON AND VESTED IN IT BY THE LAWS AND CONSTITUTION OF THE STATE OF NEW JERSEY. EXCEPT AS SPECIFICALLY ABRIDGED, LIMITED, OR MODIFIED BY THE TERMS OF THIS AGREEMENT BETWEEN THE EMPLOYER AND THE UNION, ALL SUCH RIGHTS, POWERS, AUTHORITY, PREROGATIVES, OR MANAGEMENT AND RESPONSIBILITY TO PROMULGATE AND ENFORCE REASONABLE AND NECESSARY RULES AND REGULATIONS REGARDING GOVERNING THE CONDUCT AND THE ACTIVITIES OF THE EMPLOYEES ARE EXCLUSIVELY RETAINED BY THE EMPLOYER.
- B. ANY AND ALL RULES, ORDERS, DIRECTIVES OR STANDARD OPERATING PROCEDURE(S) SHALL SOLELY BE PUBLISHED AND ENFORCED BY THE OFFICER IN CHARGE OF THE POLICE DEPARTMENT FOR THE BOROUGH OF ALLENTOWN.
 - 1) THE POSITION OF OFFICER IN CHARGE SHALL BE DESIGNATED AS THE HIGHEST OFFICER OF RANK CURRENTLY EMPLOYED WITHIN THE POLICE DEPARTMENT FOR THE BOROUGH OF ALLENTOWN.
 - 2) ANY CHANGES TO THE RULES AND REGULATIONS, STANDARD OPERATING PROCEDURES OR WORKING CONDITIONS MUST BE NEGOTIATED THIRTY (30) DAYS PRIOR TO IMPLEMENTATION WITH THE BARGAINING UNIT.
 - 3) MANAGEMENT RESERVES THE RIGHT TO ENACT EMERGENT RULES, ORDERS, DIRECTIVES AND PROCEDURES DURING EXIGENT CIRCUMSTANCES AND FOR THE DURATION OF THOSE EXIGENT CIRCUMSTANCES ONLY.

ARTICLE 6 HOURS OF EMPLOYMENT/SHIFT SCHEDULE/MANPOWER

- A. THE BOROUGH OF ALLENTOWN SHALL EMPLOY, AT ITS SOLE DISCRETION AND IN ACCORDANCE WITH APPLICABLE STATE LAW, AS MANY SWORN MEMBERS OF THE ALLENTOWN POLICE DEPARTMENT AS ARE NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE BOROUGH.
- B. SWORN MEMBERS OF THE ALLENTOWN POLICE DEPARTMENT WILL WORK 2080 HOURS ANNUALLY. HOURS OF EMPLOYMENT, SHIFT SCHEDULING AND MANPOWER REQUIREMENTS ARE AT THE DISCRETION OF THE OFFICER IN CHARGE OF THE POLICE DEPARTMENT. ALL SALARY AND WAGES WILL BE DETERMINED BASED ON THE 2080 ANNUAL WORK HOURS.
- C. THE SHIFT SCHEDULE WILL CONSIST OF A FOUR (4) ON, THREE (3) OFF WORK CYCLE. HOWEVER, AT NO POINT WILL A MEMBER BE SCHEDULED FOR MORE THAN SIXTEEN (16) CONSECUTIVE HOURS ON DUTY IN ONE (1) WORK DAY.
- D. A "WORK DAY" IS DEFINED AS THE TIME, IN HOURS, OF A MEMBERS REGULARLY SCHEDULED WORK DAY.
- E. ANY CHANGES IN THE FOUR (4) ON, THREE (3) OFF SCHEDULE ENUMERATED ABOVE REQUIRE NEGOTIATIONS WITH THE COLLECTIVE BARGAINING UNIT PRIOR TO IMPLEMENTATION.
- F. IN THE EVENT OF AN EMERGENCY THE OFFICER IN CHARGE HAS THE DISCRETION TO CHANGE THE SHIFT SCHEDULING, HOURS OF EMPLOYMENT AND MANPOWER REQUIREMENTS WHILE SUCH EXIGENT CIRCUMSTANCES OR THE RESPONSE TO EXIGENT CIRCUMSTANCES EXIST WITHOUT PRIOR NOTICE.
 - 1) AN EMERGENCY WILL BE DEFINED AS ANY CIRCUMSTANCE BEYOND THE SCOPE OF RESPONSE OR CONTROL OF THE BOROUGH OF ALLENTOWN THAT WAS NOT FORESEEABLE OR CAPABLE OF MITIGATING. SUCH EMERGENCIES SHALL INCLUDE, BUT NOT BE LIMITED TO, UNFORESEEABLE MANPOWER SHORTAGE DUE TO ILLNESS, RESIGNATION/INJURY, EMERGENT WEATHER EVENTS, MASS CASUALTY INCIDENTS, CRITICAL INCIDENT RESPONSE (MULTI-JURISDICTIONAL FIRE, INCIDENT OF MASS

DESTRUCTION, PANDEMIC/EPIDEMIC, ACTS OF TERRORISM, STRUCTURE COLLAPSE, SCHOOL/WORKPLACE SHOOTING) AND ANY OTHER INCIDENT WHERE THE LIFE AND SAFETY OF THE CITIZENS OF THE BOROUGH OF ALLENTOWN OR THE STATE OF NEW JERSEY IS PLACED IN IMMINENT THREAT.

G. ALL OTHER CHANGES IN WORK SCHEDULES WILL BE DONE WITH THE APPROPRIATE NOTICE TO THE MEMBER(S) AFFECTED. FOR PURPOSES OF THIS AGREEMENT CHANGES IN WORK SCHEDULES OR DAYS OFF WILL REQUIRE REASONABLE NOTICE BEFORE IMPLEMENTATION. REASONABLE NOTICE WILL BE DEFINED AS TWO (2) WEEKS' NOTICE PRIOR TO IMPLEMENTATION EXCEPT IN EXIGENT CIRCUMSTANCES OR AN EMERGENCY, AS DESCRIBED IN PARAGRAPH F1 HEREOF.

ARTICLE 7 SALARY AND WAGES

A. EFFECTIVE JANUARY 1, 2015; THE SALARY SCALE WILL BE AS FOLLOWS, WHICH SALARIES INCLUDE BASE SALARY PLUS HOLIDAY PAY, AND THE BELOW-LISTED COMBINATIONS THEREOF SHALL BE UTILIZED FOR PENSION AND OVERTIME PAYMENT CALCULATIONS; PROVIDED, HOWEVER, THAT LONGEVITY PAYMENTS SHALL NOT BE INCLUDED OR UTILIZED IN THE SALARY SCALE OR PENSION AND OVERTIME CALCULATIONS:

PATROLMAN SALARIES	ANNUAL STEPS	2015	2016	2017
		(0.0% INCREASE)	(1.5% INCREASE)	(1.5% INCREASE)
PROBATIONARY		\$34,570.37	\$35,088.92	\$35,615.26
STEP 1		\$35,606.39	\$36,140.49	\$36,682.60
STEP 2		\$36,674.58	\$37,224.70	\$37,783.07
STEP 3		\$39,608.54	\$40,202.67	\$40,805.71
STEP 4		\$42,777.23	\$43,418.89	\$44,070.17
STEP 5		\$46,627.18	\$47,326.59	\$48,036.49
STEP 6		\$50,823.63	\$51,585.98	\$52,359.77
STEP 7		\$55,905.99	\$56,744.58	\$57,595.75
STEP 8		\$61,497.06	\$62,419.51	\$63,355.80
STEP 9		\$67,640.98	\$68,655.59	\$69,685.43
STEP 10		\$72,704.68	\$73,795.25	\$74,902.18
SR. PATROL		\$77,768.58	\$79,323.95	\$80,910.43

CORPORAL SALARY	2015 (0.0% INCREASE)	2016 (2.0% INCREASE)	2017 (2.0% INCREASE)
(3% DIFFERENTIAL ABOVE SR. PATROL)	\$80,101.63	\$81,703.67	\$83,337.74

SERGEANT SALARY	2015 (0.0% INCREASE)	2016 (2.0% INCREASE)	2017 (2.0% INCREASE)
(4% DIFFERENTIAL ABOVE CORPORAL)	\$83,305.70	\$84,971.81	\$86,671.25

LIEUTENANT SALARY	2015 (0.0% INCREASE)	2016 (2.0% INCREASE)	2017 (2.0% INCREASE)
(4% DIFFERENTIAL ABOVE SERGEANT)	\$86,637.93	\$88,370.69	\$90,138.10

ARTICLE 8 LONGEVITY

A. LONGEVITY – EACH EMPLOYEE COVERED BY THIS AGREEMENT WILL, IN ADDITION TO HIS/HER REGULAR WAGES AND BENEFITS, BE PAID LONGEVITY INCREMENTS. LONGEVITY IS DEFINED AS TIME IN SERVICE AND IS TO BE EFFECTED UPON THE ANNIVERSARY DATE OF EACH EMPLOYEE. LONGEVITY WILL BE PAID IN THE REGULAR PAYROLL FOR ALL SWORN MEMBERS. THE LONGEVITY INCREMENTS WILL BE AS FOLLOWS:

AFTER FIVE (5) YEARS OF SERVICE	1.0% OF SALARY
AFTER TEN (10) YEARS OF SERVICE	1.75% OF SALARY
AFTER FIFTEEN (15) YEARS OF SERVICE	2.5% OF SALARY
AFTER TWENTY (20) YEARS OF SERVICE	3.25% OF SALARY

B. EXCEPTIONS – TIME SPENT ON SUSPENSION WITHOUT PAY STATUS, UPON A FINDING OF GUILT AFTER FINAL ADJUDICATION, OR ON LEAVE WITHOUT PAY, EXCEPT WITH REGARD FOR MILITARY SERVICE WITH THE ARMED FORCES OF THE UNITED STATE OF AMERICA, SHALL NOT BE INCLUDED IN DETERMINING YEARS OF SERVICE. IF AFTER FINAL ADJUDICATION, AN EMPLOYEE IS FOUND NOT GUILTY OF CHARGES SPECIFIED AGAINST HIM/HER, ALL TIME DURING SUCH SUSPENSION SHALL BE INCLUDED IN DETERMINING YEARS OF SERVICE.

C. ALL NEW EMPLOYEES HIRED AFTER THE EFFECTIVE DATE OF THIS CONTRACT SHALL NO LONGER BE ENTITLED TO LONGEVITY BENEFITS. ALL EMPLOYEES HIRED PRIOR TO THE RATIFICATION OF THIS CONTRACT WILL ENJOY ALL LONGEVITY BENEFITS ENUMERATED ABOVE.

ARTICLE 9**HOLIDAY PAY**

A. EFFECTIVE JANUARY 1, 2015; HOLIDAY PAY IN THE AMOUNT OF THIRTEEN (13) HOLIDAYS WILL BE INCORPORATED INTO THE BASE SALARY AND SHALL BE UTILIZED FOR PENSION AND OVERTIME PAYMENT CALCULATIONS.

LIST OF RECOGNIZED HOLIDAYS:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING'S BIRTHDAY	COLUMBUS DAY
PRESIDENT'S DAY	VETERAN'S DAY
ELECTION DAY	MEMORIAL DAY
GOOD FRIDAY	DAY AFTER THANKSGIVING
THANKSGIVING DAY	CHRISTMAS DAY
INDEPENDENCE DAY	

B. ANY/ALL OTHER HOLIDAY AS FORMALLY DECLARED BY THE GOVERNING BODY FOR THE BOROUGH OF ALLENTOWN.

ARTICLE 10

OVERTIME

- A. OVERTIME PAY SHALL BE COMPUTED ON THE BASIS OF THE EMPLOYEE'S BASE PAY DIVIDED BY 2080 HOURS. OVERTIME SHALL BE PAID THE PAY PERIOD NEXT FOLLOWING THE REPORTING OF THE OVERTIME WORKED.
- B. TIME AND ONE-HALF (1½) THE EMPLOYEE'S RATE OF PAY FOR THE TIME WORKED, SHALL BE PAID FOR WORK UNDER ANY OF THE FOLLOWING CONDITIONS BUT COMPENSATION SHALL NOT BE PAID TWICE FOR THE SAME HOURS.
 - 1) ANY WORK PERFORMED IN EXCESS OF THE REGULARLY SCHEDULED SHIFT HOURS
 - 2) ANY WORK PERFORMED ON ANY DECLARED HOLIDAY AS ENUMERATED IN ARTICLE 9A.
 - 3) ANY WORK PERFORMED ON ANY SCHEDULED "DAY OFF"
 - 4) ANY WORK PERFORMED IN EXCESS OF FORTY HOURS IN ONE (1) WEEK.
 - 5) ANY AND ALL "EXTRA DUTY" DETAILS GENERATED BY THE BOROUGH OF ALLENTOWN
- C. DOUBLE TIME THE EMPLOYEE'S REGULAR RATE OF PAY WILL BE PAID FOR ANY WORK IN EXCESS OF SIXTEEN (16) CONTINUOUS HOURS. PAYMENT WILL BE FOR ACTUAL HOURS WORKED IN EXCESS OF SIXTEEN (16) CONTINUOUS HOURS.
- D. AUTHORIZED SICK DAYS, VACATION DAYS, PERSONAL DAYS, OR ANY OTHER AUTHORIZED LEAVE OF ABSENCE WITH PAY ARE CONSIDERED WORKDAYS FOR THE PURPOSE OF COMPUTATION OF OVERTIME PAYMENTS.

ARTICLE 11

OUTSIDE EMPLOYMENT

A. DEFINITIONS:

- 1) **OUTSIDE EMPLOYMENT:** ANY EMPLOYMENT OF MEMBERS OF THE ALLENTEWON BOROUGH POLICE DEPARTMENT PAID BY A THIRD PARTY VENDOR, CONTRACTOR, GOVERNMENT INSTITUTION OR ENTITY WHERE THE WORK TO BE PERFORMED IS CONDUCTED WITHIN THE TERRITORIAL BORDERS OF THE BOROUGH OF ALLENTEWON, NEW JERSEY.
- 2) **EXTRA DUTY:** EMPLOYMENT OPPORTUNITIES WITHIN THE BOROUGH OF ALLENTEWON THAT REQUIRE LAW ENFORCEMENT PRESENCE, OUTSIDE OF SCHEDULED WORK HOURS. EXAMPLES WOULD BE ROAD WORK ASSIGNMENTS, PUBLIC WORKS ASSIGNMENTS, COURT SECURITY DETAILS AND ANY OTHER ASSIGNMENT CREATED AND PAID FOR BY THE BOROUGH OF ALLENTEWON. (EXCEPTIONS WILL BE GOVERNMENT GRANTS WHERE THE RATE OF PAY IS INCLUSIVE IN ACCEPTANCE OF THE GRANT).

B. SECONDARY EMPLOYMENT SHALL BE PERMISSIBLE AFTER APPLICATION AND APPROVAL OF THE OFFICER IN CHARGE.

C. RATE OF PAY FOR ALL OUTSIDE EMPLOYMENT DETAILS SHALL BE A MINIMUM FIFTY-FIVE DOLLARS (\$55.00) PER HOUR PER MEMBER. THE RATE OF PAY SHALL BE SUBJECT TO BOROUGH ORDINANCE, BUT SHALL NOT BE BELOW THE MINIMUM \$55.00 AN HOUR.

D. MEMBERS WORKING "EXTRA DUTY" ASSIGNMENTS SHALL BE PAID THEIR OVERTIME RATE (1 ½ THEIR REGULARLY HOURLY RATE). FOR ALL HOURS SO WORKED. EXCEPTIONS SHALL BE ANY GRANT ASSIGNMENTS THAT STIPULATE THE HOURLY RATE IN THE GRANT APPROVAL.

E. ALL OUTSIDE EMPLOYMENT DETAILS WITHIN THE BOROUGH OF ALLENTEWON MUST BE PAID THROUGH THE REGULAR PAYROLL SYSTEM.

ARTICLE 12

OFF DUTY ACTION

- A. EMPLOYEES COVERED BY THIS AGREEMENT ARE RECOGNIZED TO HAVE THE FULL POWER OF ARREST FOR ANY CRIME COMMITTED IN SAID EMPLOYEE'S PRESENCE AND COMMITTED ANYWHERE WITHIN THE TERRITORIAL LIMITS OF THE STATE OF NEW JERSEY. WHENEVER SAID EMPLOYEE ACTS UNDER SUCH AUTHORITY, THE SAID EMPLOYEE SHALL HAVE ALL OF THE IMMUNITIES FROM COURT LIABILITY AND SHALL HAVE ALL THE PENSION, RELIEF, DISABILITY, WORKERS' COMPENSATION, AND OTHER BENEFITS ENJOYED WHILE PERFORMING DUTIES DIRECTLY FOR THE ALLENTOWN BOROUGH POLICE DEPARTMENT.
- B. MEMBERS DETAILED TO WORK OFF DUTY OR OUTSIDE EMPLOYMENT ASSIGNMENTS WITHIN THE BOROUGH OF ALLENTOWN SAID EMPLOYEE SHALL HAVE ALL OF THE IMMUNITIES FROM COURT LIABILITY AND SHALL HAVE ALL THE PENSION, RELIEF, DISABILITY, WORKERS' COMPENSATION, AND OTHER BENEFITS ENJOYED WHILE PERFORMING DUTIES DIRECTLY FOR THE ALLENTOWN BOROUGH POLICE DEPARTMENT.

ARTICLE 13

LEGAL AID

- A. THE EMPLOYER WILL PROVIDE LEGAL AID TO ALL PERSONNEL COVERED BY THIS AGREEMENT IN SUITS OR OTHER LEGAL PROCEEDINGS AGAINST THEM ARISING FROM INCIDENT IN THE LINE OF DUTY. THIS SHALL NOT BE APPLICABLE IN ANY DISCIPLINARY OR CRIMINAL PROCEEDING INSTITUTED AGAINST THE EMPLOYEE BY THE EMPLOYER WHERE THE EMPLOYEE IS ADJUDICATED GUILTY OF SAID DISCIPLINARY ACTION. NOTIFICATION OF AN ATTORNEY SHALL BE PROVIDED PROMPTLY TO THE EMPLOYEE INVOLVED.
- B. WHENEVER AN EMPLOYEE COVERED BY THIS AGREEMENT IS A DEFENDANT IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF HIS/HER DUTIES, THE EMPLOYER SHALL PROVIDE SAID EMPLOYEE WITH NECESSARY MEANS FOR THE DEFENSE OF SUCH ACTION OR PROCEEDING, OTHER THAN FOR HIS/HER DEFENSE IN A DISCIPLINARY PROCEEDING INSTITUTED AGAINST HIM/HER BY THE EMPLOYER, OR IN A CRIMINAL PROCEEDING INSTITUTED AS A RESULT OF A COMPLAINT ON BEHALF OF THE EMPLOYER. IF ANY SUCH DISCIPLINARY OR CRIMINAL PROCEEDING INSTITUTED BY OR ON COMPLAINT OF THE EMPLOYER SHALL BE DISMISSED OR FINALLY DETERMINED IN FAVOR OF THE EMPLOYEE, HE/SHE SHALL BE REIMBURSED FOR THE REASONABLE EXPENSE OF HIS/HER DEFENSE.
- C. EXCEPT AS OTHERWISE PROVIDED BY LAW, NO EMPLOYEE COVERED BY THIS AGREEMENT SHALL BE REMOVED FROM HIS EMPLOYMENT OR POSITION FOR POLITICAL REASONS OR FOR ANY CAUSE OTHER THAN INCAPACITY, MISCONDUCT, OR DISOBEDIENCE OF RULES AND REGULATIONS ESTABLISHED. NOR SHALL SUCH EMPLOYEE BE SUSPENDED, REMOVED, FINED OR REDUCED IN RANK FROM OR IN OFFICE, EMPLOYMENT OR POSITION THEREIN, EXCEPT FOR JUST CAUSE AS HEREIN BEFORE PROVIDED AND THEN ONLY UPON A WRITTEN COMPLAINT SETTING FORTH THE CHARGE OR CHARGES AGAINST SUCH EMPLOYEE.
 - 1) SAID COMPLAINT SHALL BE SERVED UPON THE EMPLOYEE SO CHARGED WITH NOTICE OF A DESIGNATED HEARING THEREON BY THE PROPER AUTHORITIES WHICH SHALL NOT BE LESS THAN FIFTEEN (15) OR MORE THAN THIRTY' (30) DAYS FROM THE DATE OF SERVICE OF THE COMPLAINT. A FAILURE TO COMPLY WITH SAID PROVISIONS AS TO THE SERVICE OF THE COMPLAINT SHALL REQUIRE A DISMISSAL OF THE COMPLAINT.
 - 2) NO COMPLAINT OR CHARGE SHALL BE FILED MORE THAN 45 DAYS AFTER EMPLOYER OBTAINS SUFFICIENT INFORMATION OF THE FACTS UPON WHICH THE CHARGE IS BASED.

ARTICLE 14

SENIORITY

- A. SENIORITY, FOR THE PURPOSE OF CALCULATING BENEFITS, IS DEFINED AS AN EMPLOYEE'S CONTINUOUS LENGTH OF SERVICE WITH THE ALLENTOWN POLICE DEPARTMENT, BEGINNING WITH THE DATE OF APPOINTMENT AS A FULL-TIME POLICE OFFICER.
- B. SENIORITY IN GRADE WILL BE DETERMINED BY TIME IN GRADE BEGINNING WITH THE DATE OF APPOINTMENT AS A CORPORAL, SERGEANT, OR LIEUTENANT.
- C. THE EMPLOYER SHALL MAINTAIN AN ACCURATE, UP-TO-DATE SENIORITY ROSTER SHOWING EACH EMPLOYEE'S DATE OF HIRE, PROMOTION, AND PAY RATE AND SHALL FURNISH COPIES OF SAME TO THE UNION/BARGAINING UNIT REPRESENTATIVE UPON REQUEST.
- D. THE EMPLOYER SHALL PROMPTLY ADVISE THE BARGAINING UNIT REPRESENTATIVE OF ANY CHANGES THAT NECESSITATE AMENDMENTS TO THE SENIORITY LIST.
- E. IN THE EVENT THAT THE EMPLOYER INITIATES A MULTIPLE SHIFT SYSTEM, THEN THE SHIFT POSITIONS SHALL BE BID BY SENIORITY.
- F. WHERE THE ABILITY TO PERFORM JOB ASSIGNMENTS AS DETERMINED BY THE OFFICER IN CHARGE IS EQUAL, SENIORITY SHALL PREVAIL. SUCH EQUAL DETERMINATION SHALL BE MADE IN WRITING AND FURNISHED TO THE BARGAINING UNIT REPRESENTATIVE UPON REQUEST.

ARTICLE 15 PAID LEAVES OF ABSENCE

A. INJURY LEAVE

- 1) WHENEVER AN EMPLOYEE IS INCAPACITATED FROM DUTY DUE TO AN INJURY OR AILMENT SUSTAINED OR INCURRED IN THE PERFORMANCE OF HIS OR HER SWORN DUTIES, HE/SHE SHALL BE ENTITLED TO INJURY LEAVE AT FULL PAY AT THE RATE OF PAY IN EXISTENCE AT THE TIME OF THE INCAPACITATION, FOR THE PERIOD HE IS INCAPACITATED BY SUCH INJURY/AILMENT FOR A MAXIMUM PERIOD OF ONE CALENDAR YEAR, OR UNTIL SUCH TIME AS ACCEPTED FOR RETIREMENT BY THE POLICE AND FIRE RETIREMENT SYSTEM.
- 2) ANY MEMBER SO INJURED WILL NOT HAVE THEIR SICK LEAVE TIME CHARGED FOR THE PERIOD OF INCAPACITATION.
- 3) UPON RETURNING TO DUTY ANY MEDICAL APPOINTMENTS, TREATMENTS OR PHYSICAL THERAPY WILL NOT BE CHARGED TO THE MEMBERS LEAVE TIME. THE OFFICER IN CHARGE MAY REQUIRE THESE MEDICAL APPOINTMENTS TO BE SCHEDULED TO MINIMIZE THE IMPACT TO MANPOWER AND THE OPERATIONS OF THE POLICE DEPARTMENT WHEN POSSIBLE.
- 4) THE BOROUGH HAS THE RIGHT TO REQUIRE VERIFICATION OF SAID INCAPACITY FROM THE TREATING PHYSICIAN.

B. SICK LEAVE

- 1) SICK LEAVE WILL BE ACCUMULATED AT A RATE OF TEN (10) SICK LEAVE DAYS IN A CALENDAR YEAR. NEW EMPLOYEES WILL ACCRUE SICK LEAVE AT A RATE OF ONE (1) DAY PER MONTH, UP TO A MAXIMUM OF TEN (10) SICK LEAVE DAYS ANNUALLY.
- 2) ANY AMOUNT OF SICK LEAVE ALLOWANCE NOT USED IN ANY CALENDAR YEAR SHALL ACCUMULATE TO THE EMPLOYEE'S CREDIT FROM YEAR TO YEAR TO BE USED IF AND WHEN NEEDED FOR SUCH PURPOSES.

- 3) EACH MEMBER SHALL GIVE REASONABLE NOTICE, WHERE AND WHEN POSSIBLE, TO THE OFFICER IN CHARGE WHEN THAT EMPLOYEE WILL BE ABSENT BECAUSE OF SICKNESS.
 - i. NOTICE SHALL BE GIVEN A MINIMUM OF FOUR (4) HOURS PRIOR TO THE START OF THE MEMBERS SHIFT, EXCEPT IN AN EMERGENCY.
 - ii. FAILURE TO GIVE REASONABLE NOTICE AS REQUIRED MAY RESULT IN THE LOSS OF SICK LEAVE CREDIT FOR THE DAY AND/OR CONSTITUTE CAUSE FOR DISCIPLINARY ACTION
- 4) A DOCTORS NOTE MAY BE REQUIRED FOR USE OF MORE THAN TWO (2) CONSECUTIVE DAYS OF SICK LEAVE. A DOCTORS NOTE SHALL BE REQUIRED FOR ANY MEMBER OUT FOR FIVE (5) CONSECUTIVE DAYS OR MORE ON SICK LEAVE.
- 5) SICK LEAVE IS NOT TO BE TAKEN IN CONJUNCTION WITH VACATION OR PERSONAL LEAVE. EXCEPTION WOULD BE USAGE DURING AN FMLA LEAVE.
- 6) SICK LEAVE MAY BE USED BY EMPLOYEES WHO ARE UNABLE TO WORK BECAUSE OF PERSONAL ILLNESS, ACCIDENT, INJURY, OR ILLNESS IN HIS OR HER IMMEDIATE FAMILY WHICH REQUIRES HIS OR HER ATTENTION UPON THE ILL PERSON, QUARANTINE RESTRICTIONS, PREGNANCY OR DISABLING INJURIES.
 - i. "IMMEDIATE FAMILY" DEFINED: MEANS A SPOUSE, DOMESTIC PARTNER, SIGNIFICANT OTHER (CO-HABITATION), CHILD, PARENT, BROTHER OR SISTER OR RELATIVE OR DEPENDENT LIVING WITHIN THE SAME HOUSEHOLD.

D. PERSONAL LEAVE

- 1) EMPLOYEES SHALL BE ENTITLED TO FIVE (5) DAYS OF PERSONAL LEAVE TIME WITH PAY PER CALENDAR YEAR FOR CONDUCTING PERSONAL BUSINESS

- i. EMPLOYEES SHALL NOTIFY THE EMPLOYER IN WRITING AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE REQUESTED LEAVE DAY OF ABSENCE.
- ii. IN THE EVENT OF AN EMERGENCY THIS SEVENTY-TWO (72) HOUR NOTICE SHALL BE WAIVED CONTINGENT ON APPROVAL BY THE OFFICER IN CHARGE.
- iii. PERSONAL TIME MUST BE UTILIZED DURING THE CALENDAR YEAR ISSUED OR BE LOST.

E. BEREAVEMENT LEAVE

- 1) EMPLOYEES SHALL BE ENTITLED TO FUNERAL LEAVE WITH PAY NOT EXCEEDING FOUR (4) DAYS IN THE EVENT OF THE DEATH OF A SPOUSE, DOMESTIC PARTNER, SIGNIFICANT OTHER (Co-HABITATION) CHILD, PARENT, GRAND-PARENT, SIBLING, SPOUSE'S CHILD, MOTHER/FATHER/BROTHER/SISTER-IN LAW OR ANY OTHER RELATIVE LIVING IN THE SAME HOUSEHOLD.
- 2) NOTHING IN THIS ARTICLE SHALL DENY THE OFFICER IN CHARGE THE RIGHT TO AUTHORIZED UTILIZATION OF MEMBERS ACCUMULATED LEAVE TIME FOR BEREAVEMENT TIME.

ARTICLE 16

NON-PAID LEAVES OF ABSENCE

- A. SERVICE WITHIN ANY OF THE ARMED FORCES OF THE UNITED STATES, TO INCLUDE RESERVE AND ACTIVE DUTY ASSIGNMENTS, SHALL NOT BE DENIED.
 - 1) ADDITIONALLY, ANY AND ALL BENEFITS, INCLUDING MEDICAL BENEFITS SHALL REMAIN IN EFFECT DURING SUCH LEAVE WITHOUT INTERRUPTION FOR THE MEMBER AND HIS FAMILY.
 - 2) FOR PURPOSES OF COMPUTING SALARY OR ANY OTHER LEAVE TIME OR BENEFIT, MILITARY LEAVE TIME SHALL BE CALCULATED AS TIME SERVED WITHIN THE DEPARTMENT.
- B. ALL OTHER LEAVES OF ABSENCE WITHOUT PAY SHALL BE AT THE DISCRETION OF THE EMPLOYER.
- C. EMPLOYEES RETURNING FROM AUTHORIZED LEAVES OF ABSENCES AS SET FORTH ABOVE WILL BE RESTORED TO THEIR ORIGINAL CLASSIFICATIONS AT THE THEN APPROPRIATE RATE OF PAY WITH NO LOSS OF SENIORITY OR OTHER EMPLOYEE RIGHTS, PRIVILEGES, OR BENEFITS; PROVIDED HOWEVER, THAT SICK LEAVE, VACATION LEAVE, AND LONGEVITY SHALL NOT ACCRUE EXCEPT FOR THOSE ON MILITARY LEAVE.

ARTICLE 17

MILITARY LEAVE

- A. ANY MILITARY LEAVE FOR ANY MEMBER, NO MATTER THE DURATION, SHALL COMPLY WITH THE APPROPRIATE STATE AND FEDERAL LAWS FOR MILITARY LEAVE. MEMBERS SHALL ENJOY ALL BENEFITS, PROTECTIONS AND ENTITLEMENTS UNDER SAID STATE OR FEDERAL LAW.
- B. ANY FULL-TIME EMPLOYEE WHO IS A MEMBER OF ANY OF THE UNITED STATES ARMED FORCES OR RESERVES WHO IS REQUIRED TO ENGAGE IN FIELD TRAINING OR DEPLOYMENT WILL BE GRANTED A MILITARY LEAVE OF ABSENCE WITH PAY FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS AS AUTHORIZED BY LAW. THE PAID LEAVE WILL NOT BE COUNTED AGAINST ANY AVAILABLE VACATION.
- C. WHEN AN EMPLOYEE, AFTER SUCCESSFULLY COMPLETING THEIR PROBATIONARY PERIOD SERVICE WITH ALLENTOWN BOROUGH IS CALLED TO ACTIVE DUTY OR INDUCTED INTO THE UNITED STATES MILITARY, THE EMPLOYEE SHALL AUTOMATICALLY BE GRANTED AN INDEFINITE LEAVE OF ABSENCE FOR THE DURATION OF MILITARY SERVICE. TO BE REINSTATED BY ALLENTOWN BOROUGH WITHOUT LOSS OF PRIVILEGES OR SENIORITY, THE EMPLOYEE MUST REPORT FOR DUTY WITH ALLENTOWN BOROUGH WITHIN SIXTY (60) DAYS FOLLOWING RELEASE FROM ACTIVE DUTY UNDER HONORABLE CIRCUMSTANCES.
- D. DURING THE PERIOD OF ACTIVE MILITARY DUTY, THE EMPLOYEE SHALL BE PAID THE DIFFERENCE BETWEEN MILITARY SALARY AND THE EMPLOYEE'S REGULAR SALARY FOR A PERIOD NOT TO EXCEED ONE HUNDRED EIGHTY (180) DAYS. EMPLOYEES ON ACTIVE SERVICE WILL ALSO CONTINUE TO RECEIVE PAID HEALTH INSURANCE COVERAGE DURING THE ONE HUNDRED AND EIGHTY DAY PERIOD PLUS AN ADDITIONAL THIRTY DAYS. AFTER THIS PERIOD HAS EXPIRED, EMPLOYEES MAY CONTINUE COVERAGE FOR THEMSELVES OR THEIR DEPENDENTS UNDER ALLENTOWN BOROUGH GROUP PLAN BY TAKING ADVANTAGE OF THE COBRA PROVISION. MEMBERS OF THE STATE ADMINISTERED RETIREMENT SYSTEMS (PERS AND PFRS) WILL CONTINUE ACCRUING SERVICE AND SALARY CREDIT IN THE SYSTEM DURING THE ONE HUNDRED EIGHTY (180) DAY PERIOD. COMBINED PAY WILL NOT BE LESS THAN THEIR CURRENT BOROUGH PAY.

E. NOTHING IN THIS PROVISION SHALL DENY A MEMBER FROM PURCHASING MILITARY CREDIT FOR PURPOSES OF ACCRUED PENSION TIME IN THE POLICE AND FIRE RETIREMENT SYSTEM OR THE PUBLIC EMPLOYEE RETIREMENT SYSTEM AND PER THE TENANTS OF THE RESPECTIVE RETIREMENT SYSTEM.

ARTICLE 18**VACATION LEAVE**

A. MEMBERS SHALL RECEIVE THE FOLLOWING ANNUAL PAID VACATION LEAVE TIME AS FOLLOWS:

1-10 YEARS	TWO (2) WEEKS OF ANNUAL LEAVE (80 HOURS*)
10 YEARS	THREE (3) WEEKS ANNUAL LEAVE (120 HOURS*)
11+ YEARS	THREE (3) WEEKS ANNUAL LEAVE (120 HOURS) PLUS TEN (10) HOURS PER YEAR BEGINNING THE ELEVENTH (11 TH) YEAR OF SERVICE

NOTE: HOURS MEMORIALIZED ABOVE ARE PURSUANT TO A TEN (10) HOUR OR 4 ON/ 3 OFF WORK SCHEDULE. VACATION LEAVE SHALL BE AUTHORIZED BY THE OFFICER IN CHARGE.

B. ANY VACATION REQUESTS SUBMITTED PRIOR TO MARCH 1 WILL BE DETERMINED BY SENIORITY. AFTER MARCH 1, ANY VACATION REQUESTS WILL BE DECIDED BY

1) DATE OF SUBMISSION FOR VACATION REQUEST

2) SENIORITY

C. THE CREATION OF OVERTIME SHALL NOT BE A JUSTIFICATION FOR DENIAL OF VACATION LEAVE. VACATION LEAVE REQUESTS WILL BE LIMITED TO ONE (1) MEMBER ON VACATION LEAVE PER DAY.

ARTICLE 19

FAMILY MEDICAL LEAVE ACT

A. MEMBERS WILL BE ENTITLED TO ALL TENETS, BENEFITS AND PROTECTIONS AFFORDED UNDER THE NEW JERSEY FAMILY LEAVE ACT (N.J.S.A. 34:11B-1 ET. SEQ.) AS WELL AS, THE FEDERAL FAMILY MEDICAL LEAVE ACT (29 U.S. CODE CHAPTER 28 ET. SEQ.) AND THE NEW JERSEY PREGNANCY DISABILITY ACT (N.J.S.A. 10:5-12(S) ET. SEQ.)

B. MATERNITY LEAVE: A PERMANENT EMPLOYEE COVERED BY THE TERMS OF THIS AGREEMENT SHALL BE ENTITLED TO A LEAVE OF ABSENCE WITHOUT PAY FOR MATERNITY PURPOSES. SAID LEAVE SHALL BE GRANTED FOR A THREE (3) MONTH PERIOD UPON WRITTEN CERTIFICATION OF THE EMPLOYEE'S PHYSICIAN THAT SHE IS UNABLE TO WORK DUE TO HER PREGNANCY AND/OR CHILDBIRTH AND MAY BE EXTENDED FOR AN ADDITIONAL THREE MONTH PERIOD.

- 1) THIS CERTIFICATION IS SUBJECT TO APPROVAL BY THE OFFICER IN CHARGE. THIS APPROVAL SHALL NOT BE UNREASONABLY DENIED.
- 2) FURTHER, ALL EMPLOYEES MAY BE REQUIRED TO BE EXAMINED BY THE DESIGNATED BOROUGH PHYSICIAN AND CERTIFIED BY HIM/HER AS FIT TO RETURN TO WORK PRIOR TO THEIR RETURN TO WORK.

C. PATERNITY LEAVE: A PERMANENT EMPLOYEE COVERED BY THE TERMS OF THIS AGREEMENT SHALL BE ENTITLED TO A LEAVE OF ABSENCE WITHOUT PAY FOR PATERNITY PURPOSES. SAID LEAVE SHALL BE GRANTED FOR A THREE-MONTH PERIOD UPON WRITTEN CERTIFICATION OF THE EMPLOYEE'S CHILD'S BIRTH.

- 1) ANY MEMBER COVERED BY THE TERMS OF THIS AGREEMENT SHALL BE ENTITLED TO A LEAVE WITHOUT PAY FOR CHILD CARE PURPOSES FOR A PERIOD OF TWELVE (12) WEEKS. SAID LEAVE SHALL COMMENCE EFFECTIVE UPON THE DATE OF BIRTH OF THE EMPLOYEE'S CHILD AND MAY BE EXTENDED FOR ANOTHER TWELVE (12) WEEKS FOR A MAXIMUM PERIOD OF TWENTY-FOUR (24) WEEKS IN A CALENDAR YEAR.

ARTICLE 20

DISCIPLINE/DISCHARGE

- A. IT IS EXPRESSLY UNDERSTOOD THAT THE EMPLOYER SHALL HAVE THE RIGHT TO DISCIPLINE ANY EMPLOYEE FOR JUST CAUSE, HOWEVER, THE EMPLOYER AGREES THAT IT SHALL NOT DISCIPLINE OR DISCHARGE ANY EMPLOYEES COVERED BY THE TERMS OF THIS AGREEMENT WITHOUT JUST CAUSE.
- B. IN THE EVENT OF DISCIPLINE OR DISCHARGE OF A MEMBER THE EMPLOYER AGREES TO ADHERE TO THE NEW JERSEY ATTORNEY GENERAL'S POLICY AND PROCEDURE FOR INTERNAL AFFAIRS IN PLACE AT THE TIME OF THE INCIDENT THAT GIVES RISE TO SUCH DISCIPLINE OR DISCHARGE.
- C. EMPLOYEES SHALL RETAIN ALL CIVIL RIGHTS UNDER THE NEW JERSEY STATE AND FEDERAL LAW. ANY DISCIPLINARY OR DISCHARGE PROCEEDINGS, OR ANY COMPLAINT SHALL BE PROCESSED IN ACCORDANCE WITH THE LAW. ALL EMPLOYEES SHALL HAVE THE RIGHT TO COUNSEL AT ANY SUCH HEARING.
- D. ANY EMPLOYEE WHO IS DISCIPLINED OR DISCHARGED SHALL HAVE THE RIGHT TO APPEAL THIS DISCIPLINARY ACTION. IT IS EXPRESSLY UNDERSTOOD THAT AN EMPLOYEE SHALL BE ENTITLED TO AN APPEAL OF ANY DISCIPLINE IMPOSED AND FURTHER, THAT THESE APPEALS SHALL BE HANDLED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:
 - 1) A PERMANENT EMPLOYEE AGAINST WHOM DISCIPLINARY ACTION HAS BEEN TAKEN WHICH RESULTED IN A SUSPENSION OR FINE OF MORE THAN FIVE (5) DAYS AT A TIME; SUSPENSIONS OR FINES MORE THAN THREE (3) TIMES OR FOR AN AGGREGATE OF MORE THAN FIFTEEN (15) DAYS REQUIRED TO EXERCISE STATUTORY RIGHT OF APPEAL TO BINDING ARBITRATION .
 - 2) MINOR DISCIPLINARY ACTION MAY BE APPEALED THROUGH BINDING ARBITRATION AS IN STEP III OF THE GRIEVANCE PROCEDURE.
 - 3) ARBITRATORS WILL BE SELECTED UTILIZING THE NEW JERSEY PUBLIC EMPLOYEE RELATIONS COMMISSION (PERC) PROCEDURE.

ARTICLE 21

BILL OF RIGHTS

IN ORDER TO SAFEGUARD FUNDAMENTAL RIGHTS OF ALL SWORN LAW ENFORCEMENT OFFICERS (MEMBERS) EMPLOYED BY THE BOROUGH OF ALLENTOWN IT IS AGREED THAT:

- A. EXCEPT WHEN ON DUTY OR ACTING IN HIS OFFICIAL CAPACITY AS A LAW ENFORCEMENT OFFICER; NO LAW ENFORCEMENT OFFICER SHALL BE PROHIBITED FROM ENGAGING IN POLITICAL ACTIVITY, PROVIDED HIS POSITION AS A LAW ENFORCEMENT OFFICER IS NOT USED IN ANY WAY, WHETHER DIRECTLY OR INDIRECTLY, WHILE ENGAGED IN SAID POLITICAL ACTIVITIES. AS EMPLOYED HEREIN, THE TERM "LAW ENFORCEMENT OFFICER" SHALL MEAN ANY MEMBER OF THE BOROUGH OF ALLENTOWN POLICE DEPARTMENT.
- B. WHENEVER A LAW ENFORCEMENT OFFICER HAS RECEIVED NOTICE THAT HE IS UNDER FORMAL INVESTIGATION AFTER RECEIPT OF A FILED COMPLAINT, WHICH COMPLAINT SHALL BE IN THE FORM OF WRITTEN NOTIFICATION OF COMPLAINT SERVED UPON THE SUBJECT OFFICER, FOR ALLEGED MALFEASANCE, MISFEASANCE, NONFEASANCE OF OFFICIAL DUTY, WITH A VIEW TOWARD POSSIBLE DISCIPLINARY ACTION, DEMOTION, DISMISSAL OF CRIMINAL CHARGES, THE FOLLOWING MINIMUM STANDARDS SHALL APPLY:
 - 1) ANY INTERROGATION OF A LAW ENFORCEMENT OFFICER, WHETHER AS A SUBJECT OF THE INVESTIGATION OR AS A WITNESS, SHALL TAKE PLACE AT THE LOCATION DESIGNATED BY THE INVESTIGATORY OFFICER, EXCEPT IT SHALL NOT BE CONDUCTED AT THE LAW ENFORCEMENT OFFICER'S HOME UNLESS THE HOME IS SPECIFICALLY INVOLVED IN THE COMPLAINT, AND PREFERABLY WHEN THE EMPLOYEE IS ON DUTY. A MEMBER OF THE DEPARTMENT SHALL BE COMPENSATED FOR LOST TIME ACCRUING FROM INVESTIGATIONS IN ACCORDANCE WITH EXISTING DEPARTMENT POLICY. THE QUESTIONING OF AN OFFICER SHALL BE CONDUCTED AT A REASONABLE HOUR IN A NON-COERCIVE MANNER, WITHOUT THREAT OR PROMISE OF REWARD. THE QUESTIONING SHALL; BE OF A REASONABLE DURATION AND REST PERIODS ALLOWED. TIME SHALL BE PROVIDED FOR PERSONAL' NECESSITIES, MEALS, AND TELEPHONE CALLS AS ARE REASONABLY NECESSARY. LAW ENFORCEMENT OFFICERS SHALL BE ENTITLED TO THE PRESENCE OF HIS COUNSEL OR ANY ONE PERSON OF HIS CHOICE AT ANY INTERROGATION IN CONNECTION WITH THE INVESTIGATION.
 - 2) THE LAW ENFORCEMENT OFFICER BEING INVESTIGATED SHALL BE INFORMED AT THE COMMENCEMENT OF ANY INTERROGATION OF THE NATURE OF THE INVESTIGATION,

INCLUDING WHETHER THE OFFICER IS A TARGET OF THE INVESTIGATION, IF KNOWN; THE STATUTE, RULE, OR REGULATION ALLEGEDLY VIOLATED, IF KNOWN; THE NAMES AND ADDRESSES OF ANY COMPLAINTS; AND THE IDENTITY AND AUTHORITY OF THOSE CONDUCTING THE INVESTIGATION. THIS SHALL NOT PRECLUDE THE EMPLOYER FROM SUBSEQUENTLY MODIFYING, AMENDING, OR CHANGING THE STATUTE, RULE OR REGULATION UNDER WHICH THE CHARGES ARE BROUGHT. ALSO, AT THE COMMENCEMENT OF ANY INTERROGATION OF SUCH OFFICER IN CONNECTION WITH ANY SUCH INVESTIGATION, "THE OFFICER" SHALL BE INFORMED OF THE IDENTITY OF ALL PERSONS PRESENT DURING SUCH INTERROGATION. ALL QUESTIONS ASKED IN ANY SUCH INTERROGATION, WHENEVER PRACTICABLE, SHALL BE ASKED BY OR THOROUGH A SINGLE, INTERROGATOR.

- 3) THE INTERROGATION/INTERVIEW OF THE EMPLOYEE CONCERNED WILL BE RECORDED IN ACCORDANCE WITH THE ATTORNEY GENERAL'S POLICY & PROCEDURE FOR INTERNAL AFFAIRS. "OFF THE RECORD" QUESTIONS SHALL NOT BE PERMITTED. ANY RECESSES CALLED DURING THE INTERROGATION SHALL BE RECORDED. INTERROGATIONS/INTERVIEWS BEGINS UPON ARRIVAL AT THE DESIGNATED INTERROGATION/INTERVIEW ROOM/OFFICE.
- 4) NO FORMAL HEARING BY MEANS OF WHICH A LAW ENFORCEMENT OFFICER MAY BE DISCIPLINED OR PENALIZED MAY BE BROUGHT EXCEPT UPON CHARGES SIGNED BY THE PERSONS MAKING THOSE CHARGES.
- 5) IF AN OFFICER IS PLACED UNDER ARREST OR IS LIKELY TO BE PLACED UNDER ARREST FOR A CRIMINAL OFFENSE, HE SHALL BE AFFORDED ANY/ALL CONSTITUTIONAL RIGHTS UNDER FEDERAL AND STATE CONSTITUTIONS, AND, IN ADDITION, HE SHALL BE GIVEN THE FOLLOWING WARNING PRIOR TO THE COMMENCEMENT OF ANY INTERROGATION:

"I AM ADVISING YOU THAT YOU ARE BEING QUESTIONED AS PART OF AN OFFICIAL-INVESTIGATION. YOU WILL BE ASKED QUESTIONS SPECIFICALLY DIRECTED AND NARROWLY RELATED TO THE PERFORMANCE OF YOUR OFFICIAL DUTIES. YOU ARE ENTITLED TO ALL RIGHTS AND PRIVILEGES GUARANTEED BY THE LAWS OF THE STATE OF NEW JERSEY, THE CONSTITUTION OF THIS STATE, AND THE CONSTITUTION OF THE UNITED STATES,

INCLUDING THE RIGHT NOT TO BE COMPELLED TO INCRIMINATE YOURSELF AND THE RIGHT TO HAVE LEGAL COUNSEL PRESENT AT EACH AND EVERY STAGE OF THIS INVESTIGATION. I FURTHER ADVISE YOU THAT IF YOU REFUSE TO TESTIFY OR TO ANSWER

QUESTIONS RELATING TO THE PERFORMANCE OF YOUR OFFICIAL DUTIES, YOU WILL BE SUBJECT TO DEPARTMENTAL CHARGES THAT COULD RESULT IN YOUR DISMISSAL FROM EMPLOYMENT. IF YOU DO ANSWER QUESTIONS, NEITHER YOUR STATEMENTS NOR ANY INFORMATION OR EVIDENCE WHICH IS GAINED BY REASON OF SUCH STATEMENTS CAN BE USED AGAINST YOU IN ANY WAY SUBSEQUENT CRIMINAL PROCEEDING. HOWEVER, THESE STATEMENTS MAY BE USED AGAINST YOU IN RELATION TO SUBSEQUENT DEPARTMENTAL CHARGES."

- 6) ALL INVESTIGATIONS AGAINST LAW ENFORCEMENT OFFICERS SHALL BE CONDUCTED EXPEDITIOUSLY. AT LEAST ONE (1) MONTH AFTER THE COMMENCEMENT OF SUCH INVESTIGATION, AS DETERMINED BY THE DATE THAT THE NOTIFICATION OF COMPLAINT IS SERVED UPON THE OFFICER, THE OFFICER, IF HE SO REQUESTS, IS TO BE INFORMED OF THE STATUS OF THE PENDING INVESTIGATION. IF CHARGES ARE TO BE BROUGHT AGAINST THE OFFICER, THEY SHOULD BE BROUGHT AS PROMPTLY AS POSSIBLE TO ENSURE THAT NO UNNECESSARY DELAY OCCURS WHICH MIGHT PREJUDICE THE OFFICER'S DEFENSE; AND, UNLESS UNUSUAL CIRCUMSTANCES EXIST, NO OFFICER SHOULD BE PROSECUTED BY THE DEPARTMENT FOR THE ALLEGED INFRACTION OF ANY RULE IF MORE THAN 45 DAYS TRANSPIRE BETWEEN THE DATE THE OFFICER IN CHARGE OR APPROPRIATE SUPERIOR OFFICER HAD KNOWLEDGE OR SHOULD REASONABLY HAVE HAD KNOWLEDGE OF THE ALLEGED INFRACTION BY VIRTUE OF INFORMATION THAT IS NORMALLY TRANSMITTED TO HIM BY ROUTINE ADMINISTRATIVE PROCESSES AND THE SERVICE OF THE PRELIMINARY NOTICE OF DISCIPLINARY ACTION.
- 7) THERE SHALL BE REMOVED FROM AN OFFICER'S PERSONNEL FILE ALL PAPERS, FILES, REPORTS, NOTES AND COPIES THEREOF RELATING TO AN INVESTIGATION OF A LAW ENFORCEMENT OFFICER WHEN THE INVESTIGATION DOES NOT RESULT IN ANY DISCIPLINARY ACTION OR WHEN THE OFFICER IS EXONERATED. THESE ITEMS, IF RETAINED, SHALL BE MAINTAINED SEPARATE AND APART FROM THE PERSONNEL FILE. THE OFFICER MAY ON PROPER NOTICE INSPECT THESE MATERIALS AT THE DISCRETION OF THE OFFICER IN CHARGE. PERMISSION SHOULD NOT BE UNREASONABLY DENIED.
- 8) NO LAW ENFORCEMENT OFFICER SHALL BE REQUIRED TO DISCLOSE FOR THE PURPOSE OF PROMOTION OR ASSIGNMENT, ANY INFORMATION CONCERNING HIS PROPERTY, INCOME ASSETS, DEBTS, OR EXPENDITURES, OR THOSE OF ANY MEMBER OF SUCH OFFICERS

HOUSEHOLD, EXCEPT WHERE SUCH INFORMATION RELATES, DIRECTLY TO THE OFFICER'S ASSIGNMENT OR DUTIES. NO MEMBER SHALL BE REQUIRED TO TAKE ANY LIE DETECTOR TEST TO DETERMINE THE TRUTHFULNESS OF ANY STATEMENT AS PART OF ANY INVESTIGATION OR AS A CONDITION OF EMPLOYMENT.

- 9) THERE SHALL BE NO PENALTY OR THREAT OF ANY PENALTY FOR THE EXERCISE, BY A LAW ENFORCEMENT OFFICER, OF HIS RIGHTS UNDER THIS BILL OF RIGHTS.
- 10) NO EMPLOYEE COVERED BY THIS AGREEMENT SHALL BE SUBJECTED TO ANY URINALYSIS OR BLOOD SCREENING UNLESS ONE OF THE TWO (2) CIRCUMSTANCES EXIST:
 - a. WHERE THE EMPLOYER HAS REASONABLE BELIEF TO SUSPECT THAT THE EMPLOYEE MAY BE USING AN ILLEGAL CHEMICAL SUBSTANCE ON OR OFF DUTY, OR ABUSING A LEGAL SUBSTANCE (NOT PRESCRIBED BY A PHYSICIAN) DURING DUTY HOURS; OR
 - b. WHERE THE URINALYSIS OR BLOOD TESTING IS DONE AS PART OF A BONA FIDE ANNUAL PHYSICAL EXAMINATION WHICH IS DONE; FOR THE ENTIRE POLICE DEPARTMENT.
 - c. ANY URINALYSIS OR BLOOD SCREENING OF A LAW ENFORCEMENT OFFICER WILL BE DONE IN ACCORDANCE WITH THE RANDOM URINE SCREENING PROCEDURES AS SET FORTH IN THE ATTORNEY GENERAL'S *LAW ENFORCEMENT DRUG TESTING POLICY*.
- 11) UNDER NO CIRCUMSTANCES SHALL THE EMPLOYER OFFER OR DIRECT THE TAKING OF A POLYGRAPH OR VOICE PRINT EXAMINATION FOR ANY EMPLOYEE COVERED BY THIS AGREEMENT.
- 12) AT ANY TIME A MEMBER OF THE BARGAINING UNIT IS DISCIPLINED, THEN THE FOP PRESIDENT OR BARGAINING UNIT REPRESENTATIVE SHALL BE ADVISED OF SAID DISCIPLINE AND SHALL FURTHER BE ADVISED OF THE RESULTS AND BE PROVIDED WITH COPIES OF ANY PRELIMINARY NOTICE OF INVESTIGATION/DISCIPLINARY ACTION AND FINAL DISCIPLINARY DISPOSITION.

13) UNDER NO CIRCUMSTANCES SHALL DISCIPLINARY CHARGES BE FILED MORE THAN 45 DAYS AFTER EMPLOYER OBTAINS SUFFICIENT INFORMATION REGARDING THE INCIDENT OR OCCASION GIVING RISE TO THE CHARGE. IN THE EVENT OF PROSECUTOR'S OFFICE ACTION, THEN THE 45-DAY TIME PERIOD SHALL COMMENCE, WITH THE FINAL DISPOSITION OF THE MATTER BY THE PROSECUTOR'S OFFICE, PROVIDED THAT THE INVESTIGATION BY THE PROSECUTOR'S OFFICE HAS DISCOVERED OR PROVIDED THE EMPLOYER WITH SUFFICIENT INFORMATION REGARDING THE INCIDENT OR OCCASION GIVING RISE TO THE CHARGE.

ARTICLE 22

GRIEVANCE PROCEDURE

A. DEFINITION: A GRIEVANCE IS DEFINED AS A DISPUTE BETWEEN THE PARTIES INVOLVING THE APPLICATION, MEANING, OR INTERPRETATION OF THIS AGREEMENT AND SHALL BE HANDLED IN THE FOLLOWING MANNER IN ORDER TO ENSURE THEIR FAIR AND EXPEDITIOUS HANDLING:

STEP 1: THE BARGAINING UNIT REPRESENTATIVE SHALL TAKE UP THE GRIEVANCE OR DISPUTE WITH THE OFFICER IN CHARGE WITHIN FIFTEEN (15) CALENDAR DAYS OF ITS OCCURRENCE. THE OFFICER IN CHARGE SHALL THEN ATTEMPT TO ADJUST THE MATTER AND SHALL RESPOND TO THE BARGAINING UNIT REPRESENTATIVE IN WRITING WITHIN FIFTEEN (15) WORKING DAYS.

STEP 2: IF THE GRIEVANCE HAS NOT BEEN SETTLED TO THE BARGAINING UNIT'S/GRIEVANTS SATISFACTION, IT SHALL BE PRESENTED IN WRITING BY THE BARGAINING UNIT REPRESENTATIVE TO THE BOROUGH COUNCIL WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE OFFICER IN CHARGE'S RESPONSE IS DUE. THE BOROUGH COUNCIL SHALL RESPOND IN WRITING TO THE BARGAINING UNIT REPRESENTATIVE WITHIN FIFTEEN (15) DAYS.

STEP 3: IF THE GRIEVANCE IS STILL UNSETTLED, THE UNION MAY, WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE REPLY OF THE BOROUGH COUNCIL, BY WRITTEN NOTICE TO THE BOROUGH COUNCIL, SHALL REQUEST THE PUBLIC EMPLOYMENT RELATIONS COMMISSION TO SUPPLY THE PARTIES WITH A PANEL OF ARBITRATORS. THE ARBITRATOR SHALL BE SELECTED BY THE PARTIES IN ACCORDANCE WITH THE RULES PROMULGATED BY THE PUBLIC EMPLOYMENT RELATIONS COMMISSION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON ALL PARTIES, IT BEING EXPRESSLY UNDERSTOOD THAT SUCH BINDING ARBITRATION IS LIMITED EXCLUSIVELY TO DISPUTES INVOLVING THE APPLICATION, MEANING, OR INTERPRETATION OF THIS AGREEMENT.

1) THE EMPLOYER AGREES TO GIVE REASONABLE CONSIDERATION TO A REQUEST BY THE BARGAINING UNIT FOR MEETINGS TO DISCUSS GRIEVANCE PENDING AT STEP ONE AND TWO ABOVE.

- 2) EXPENSES FOR THE ARBITRATOR'S SERVICES AND THE PROCEEDINGS SHALL BE BORNE EQUALLY BY THE EMPLOYER AND THE UNION. HOWEVER, EACH PARTY SHALL BE RESPONSIBLE FOR COMPENSATING ITS OWN REPRESENTATIVES, WITNESSES AND ATTORNEY. IF, EITHER PARTY DESIRES A VERBATIM RECORD OF THE PROCEEDINGS, IT MAY CAUSE SUCH A RECORD TO BE MADE, PROVIDING IT PAYS FOR THE RECORD.
- 3) THE UNION WILL NOTIFY THE EMPLOYER IN WRITING OF THE NAMES OF ITS EMPLOYEES WHO ARE DESIGNATED BY THE UNION TO REPRESENT EMPLOYEES UNDER THE GRIEVANCE PROCEDURE. TWO (2) OF ITS EMPLOYEES SO DESIGNATED BY THE UNION WILL BE PERMITTED TO CONFER WITH OTHER UNION REPRESENTATIVES, DURING WORKING HOURS WITHOUT LOSS OF PAY, PROVIDED HOWEVER, ALL EMPLOYEES SHALL SECURE THE PERMISSION OF THEIR IMMEDIATE SUPERVISOR, WHICH; PERMISSION SHALL NOT BE UNREASONABLY WITHHELD.
- 4) REPRESENTATIVES OF THE UNION WHO ARE NOT EMPLOYEES PREVIOUSLY ACCREDITED TO THE EMPLOYER IN WRITING BY THE UNION, SHALL BE PERMITTED TO COME ON THE PREMISES OF THE EMPLOYER FOR THE PURPOSE OF INVESTIGATING AND DISCUSSING GRIEVANCES, SO LONG AS SUCH RIGHT IS REASONABLY EXERCISED, AND THERE IS NO UNDUE INTERFERENCE WITH WORK PROGRESS PROVIDED, HOWEVER THEY FIRST OBTAIN PERMISSION TO DO SO FROM THE EMPLOYEES DEPARTMENT DIRECTOR OR HIS DESIGNATED REPRESENTATIVE, PERMISSION FOR WHICH SHALL NOT BE UNREASONABLY WITHHELD.

ARTICLE 23

HEALTH INSURANCE BENEFITS

- A. THE HEALTH BENEFITS PROVISIONS OF THE CONTRACT SHALL BE MODIFIED TO EXPRESSLY PROVIDE THAT THE HEALTH BENEFITS PROGRAM SHALL BE CONSISTENT WITH P.L. 2010, C. 2, AND WITH P.L. 2011, C. 78.
- B. THE EMPLOYER AGREES TO PROVIDE ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS WITH HOSPITALIZATION, MEDICAL AND MAJOR MEDICAL INSURANCE THROUGH THE CENTRAL JERSEY HEALTH INSURANCE FUND OR TO PROVIDE IDENTICAL OR BETTER HEALTH BENEFITS COVERAGE THROUGH A SELF-INSURANCE PROGRAM OR INDEPENDENT INSURANCE CARRIER. THE PREMIUM COSTS FOR SAID PROGRAMS SHALL BE PAID BY THE EMPLOYER AND/OR EMPLOYEE IN ACCORDANCE WITH APPLICABLE NEW JERSEY STATUTES.
- C. THE EMPLOYER AGREES THAT IN THE EVENT THEY ELECT TO WITHDRAW FROM THE CENTRAL JERSEY HEALTH INSURANCE FUND THAT ANY PLAN CHANGES AFFECTING THE CURRENT LEVEL AT BENEFITS (I.E. THE IMPOSITION OF CAPS OR INCREASED DEDUCTIONS) SHALL BE NEGOTIATED WITH THE UNION PRIOR TO IMPLEMENTATION.
 - 1) THE EMPLOYER AGREES TO PROVIDE RETIREMENT BENEFITS IN ACCORDANCE WITH APPLICABLE NEW JERSEY STATUTES.
- D. THE EMPLOYER AGREES TO PROVIDE FOR THE PAYMENT OF ACCUMULATED UNUSED SICK LEAVE AT THE TIME OF RETIREMENT OF AN ELIGIBLE BOROUGH EMPLOYEE. EMPLOYEES COVERED BY THIS AGREEMENT SHALL HAVE A SICK LEAVE MAXIMUM AT RETIREMENT OF 50% OF TIME ACCRUED, BUT SHALL NOT EXCEED SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00).
- E. THE EMPLOYER AGREES TO SUPPLY TO THE UNION COPIES OF ALL EXISTING FUTURE LIABILITY OR OTHER INSURANCE POLICIES THAT AFFECT SAID EMPLOYEES.

- F. THE EMPLOYER AGREES TO PROVIDE HEALTH CARE COVERAGE TO ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS UPON RETIREMENT FROM THE ALLENTOWN POLICE DEPARTMENT, PROVIDED THAT SAID ELIGIBLE EMPLOYEES ACCRUE AT LEAST TWENTY (20) YEARS OF SERVICE WITH THE ALLENTOWN POLICE DEPARTMENT, WHICH TWENTY (20) YEARS OF SERVICE SHALL NOT INCLUDE YEARS OF SERVICE WITH ANY OTHER PUBLIC EMPLOYER OR ANY OTHER LAW ENFORCEMENT AGENCY, AND SHALL NOT INCLUDE ANY MILITARY CREDIT PURCHASED BY EMPLOYEES FOR PURPOSES OF ACCRUING PENSION TIME.
- G. COSTS FOR RETIREE HEALTH CARE BENEFITS SHALL BE CONSISTENT WITH THE RULES FOR THE HEALTH CARE PLAN AND APPLICABLE NEW JERSEY STATUTES IN PLACE AT THE TIME OF RETIREMENT.
- H. ALL RETIRED EMPLOYEES OF THE ALLENTOWN POLICE DEPARTMENT RECEIVING HEALTH CARE COVERAGE FROM THE BOROUGH FOR THEMSELVES AND/OR THEIR ELIGIBLE DEPENDENTS SHALL RECEIVE SAID RETIREMENT HEALTH BENEFITS ONLY UP TO THE TIME OF THEIR MEDICARE ELIGIBILITY, AND PROVIDED THAT THOSE ELIGIBLE ANNUALLY CERTIFY THAT THEY HAVE NO OTHER MEDICAL, DENTAL, AND/OR PRESCRIPTION COVERAGE.
- I. ALL RETIRED EMPLOYEES OF THE ALLENTOWN POLICE DEPARTMENT RECEIVING HEALTH CARE COVERAGE FROM THE BOROUGH FOR THEMSELVES AND/OR THEIR ELIGIBLE DEPENDENTS SHALL HAVE AN AFFIRMATIVE OBLIGATION TO PROVIDE WRITTEN NOTICE TO THE BOROUGH OF THEIR MEDICARE ELIGIBILITY AT LEAST NINETY (90) DAYS PRIOR TO SAID RETIRED EMPLOYEE REACHING THE AGE OF ELIGIBILITY FOR MEDICARE. THE FAILURE TO PROVIDE SUCH NOTICE SHALL ENTITLE THE BOROUGH TO RECOVER FROM THE EMPLOYEE ANY BENEFITS, PAYMENTS, OR REIMBURSEMENTS ACTUALLY PAID BY THE BOROUGH AS A RESULT OF SAID EMPLOYEE'S FAILURE TO PROVIDE SUCH NOTICE.

ARTICLE 24

SAFETY AND HEALTH

- A. THE EMPLOYER SHALL AT ALL TIMES MAINTAIN SAFE AND HEALTHFUL WORKING CONDITIONS AND WILL PROVIDE EMPLOYEES WITH WEARING APPAREL, TOOLS, OR PERSONAL PROTECTION EQUIPMENT DEEMED NECESSARY IN ORDER TO ENSURE THEIR SAFETY AND HEALTH. WHEN SUCH MATERIALS ARE ISSUED, THEY SHALL BE USED, AND REPLACEMENT OF SAME WILL BE THE RESPONSIBILITY OF THE EMPLOYER.
- B. THE EMPLOYER AND THE UNION SHALL EACH DESIGNATE A SAFETY COMMITTEE MEMBER. IT SHALL BE THE JOINT RESPONSIBILITY OF THE MEMBERS TO INVESTIGATE AND CORRECT UNSAFE AND UNHEALTHFUL CONDITIONS. THE MEMBERS SHALL MEET PERIODICALLY AS NECESSARY TO REVIEW CONDITIONS IN GENERAL AND TO MAKE RECOMMENDATIONS TO EITHER OR BOTH PARTIES WHEN APPROPRIATE. THE SAFETY COMMITTEE MEMBER REPRESENTING THE UNION, WITH THE APPROVAL OF THE EMPLOYER, SHALL BE PERMITTED REASONABLE OPPORTUNITY TO VISIT WORK LOCATIONS THROUGHOUT THE EMPLOYERS FACILITIES FOR THE PURPOSE OF INVESTIGATING SAFETY AND HEALTH CONDITIONS DURING WORKING HOURS WITH NO LOSS OF PAY.
- C. THE EMPLOYER WILL ENSURE THAT ALL MEMBERS ARE ISSUED A BULLET RESISTANT VEST AND THAT SAID VESTS ARE REPLACED AT THE EXPIRATION OF THEIR MANUFACTURER'S WARRANTY. IN THE EVENT OF DAMAGE THAT RENDERS THE VEST INOPERABLE, THE EMPLOYER WILL ENDEAVOR TO REPLACE THE VEST BY THE MOST EXPEDITIOUS MEANS POSSIBLE, REGARDLESS OF COST.
- D. ANY MEMBER AFFECTED BY, WHILE ON DUTY OR IN PERFORMANCE OF THEIR SWORN DUTY, OR INFECTED BY, ANY DISEASE, ILLNESS OR CONDITION THAT REQUIRES MEDICAL ATTENTION OR PROLONGED TREATMENT SHALL HAVE ALL THE COSTS OF SAID TREATMENT, MEDICAL COSTS, REHABILITATION AND CONTINUING CARE BORN BY THE EMPLOYER. THIS SHALL INCLUDE, SALARY, HEALTH CARE BENEFITS FOR THE EFFECTED MEMBER AND THEIR ELIGIBLE DEPENDENTS, LEAVE TIME AND ANY OTHER BENEFIT ENJOYED DURING EMPLOYMENT CONTINUED UNTIL SUCH TIME AS THE MEMBER IS RETURNED TO FULL DUTY OR RESIGNS DUE TO RETIREMENT OR DISABILITY.

ARTICLE 25

JOB CLASSIFICATIONS

- A. ALL NEW EMPLOYEES SHALL BE HIRED FOR A SIX (6) MONTH PROBATIONARY PERIOD, DURING WHICH TIME, PROBATIONARY EMPLOYEES MAY ACCRUE SICK LEAVE IN ACCORDANCE WITH ARTICLE 15, PARAGRAPH B(1), BUT SHALL NOT ACCRUE ANY OTHER LEAVE BENEFITS UNTIL SUCCESSFUL COMPLETION OF THE PROBATIONARY PERIOD AND PROMOTION TO PATROLMAN (STEP ONE).
- B. IF DURING THE TERM OF THIS AGREEMENT THE EMPLOYER DETERMINES THAT NEW JOB CLASSIFICATIONS BE ESTABLISHED OR THAT CHANGES BE MADE IN EXISTING JOB CLASSIFICATIONS, THE PARTIES AGREE THAT THEY WILL CONSULT WITH A VIEW TOWARD ARRIVING AT A MUTUALLY ACCEPTABLE DETERMINATION, INCLUDING THE RATE OF PAY THEREOF PRIOR TO SUCH CHANGES BEING MADE EFFECTIVE.
- C. IF, DURING THE TERM OF THIS AGREEMENT, THE EMPLOYER IS REQUIRED BY THE DECISION OF THE COURT OF COMPETENT JURISDICTION TO ESTABLISH NEW CLASSIFICATIONS, THEN THE EMPLOYER SHALL NOTIFY THE UNION IN WRITING WITHIN 30 DAYS OF SUCH NOTICE OR DECISION TO REOPEN THE CONTACT FOR THE SPECIFIC PURPOSE OF NEGOTIATING SALARY RANGES FOR THE NEW CLASSIFICATIONS.
- D. ALL ROLES, DUTIES AND RESPONSIBILITIES FOR EACH JOB CLASSIFICATIONS WILL BE FURNISHED, IN WRITING, TO THE BARGAINING UNIT REPRESENTATIVES. ANY CHANGES IN THE ROLES, DUTIES, OR RESPONSIBILITIES OF ANY JOB CLASSIFICATIONS SHALL BE SUBMITTED NO LESS THAN THIRTY (30) DAYS PRIOR TO IMPLEMENTATION. THE EMPLOYER AGREES TO NEGOTIATE ANY CHANGES WITH THE BARGAINING UNIT REPRESENTATIVE.
- E. IN THE EVENT THAT THE PARTIES FAIL TO AGREE TO ANY PROVISIONS OF THIS ARTICLE, THE MATTER WILL BE REFERRED TO THE ARTICLE HEREIN ENTITLED. "GRIEVANCE PROCEDURE, STEP 3."
- F. THE JOB DESCRIPTIONS FOR EMPLOYEES COVERED BY THIS AGREEMENT ARE INCLUDED IN THE EMPLOYER'S PERSONNEL HANDBOOK.

ARTICLE 26: PERSONNEL RECORDS AND FILES

- A. A PERSONNEL FILE SHALL BE ESTABLISHED AND MAINTAINED FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT. SUCH FILES ARE CONFIDENTIAL RECORDS AND SHALL BE MAINTAINED IN THE OFFICE OF THE OFFICER IN CHARGE AND MAY SOLELY BE USED FOR EVALUATION PURPOSES BY THE OFFICER IN CHARGE.
- B. ALL DOCUMENTS CONTAINED IN THIS FILE SHALL CONFORM TO APPLICABLE ATTORNEY GENERAL'S POLICIES AND GUIDELINES, STATUE OR RELEVANT CASE LAW. NO DISSEMINATION OF THE DOCUMENTS CONTAINED HEREIN SHALL BE PERMISSIBLE WITHOUT WRITTEN CONSENT FROM THE MEMBER OR A JUDICIAL ORDER FROM A COMPETENT COURT OF JURISDICTION OR AS ALLOWED OR MANDATED BY LAW.
- C. UPON ADVANCE NOTICE AND AT REASONABLE TIMES, ANY MEMBER OF THE BARGAINING UNIT MAY AT ANY TIME REVIEW HIS PERSONNEL FILE. HOWEVER, THIS APPOINTMENT FOR REVIEW MUST BE MADE THROUGH THE OFFICER IN CHARGE. EMPLOYEES SHALL ALSO BE ENTITLED TO A COPY OF ANY RECORD CONTAINED IN THEIR FILE.
- D. WHENEVER A WRITTEN COMPLAINT CONCERNING A MEMBER OR HIS ACTIONS IS TO BE PLACED IN HIS PERSONNEL FILE, A COPY SHALL BE MADE AVAILABLE TO HIM AND HE SHALL BE GIVEN THE OPPORTUNITY TO REBUT IT IF HE SO DESIRES, AND HE SHALL BE PERMITTED TO PLACE SAID REBUTTAL IN HIS FILE. WHEN THE EMPLOYEE IS GIVEN A COPY OF THE COMPLAINT THE IDENTIFICATION OF THE COMPLAINANT SHALL BE EXCISED. HOWEVER, IF ANY DISCIPLINARY ACTION IS TAKEN BASED ON ANY COMPLAINT, THEN THE EMPLOYEE SHALL BE FURNISHED WITH ALL DETAILS OF THE COMPLAINT, INCLUDING THE IDENTITY OF THE COMPLAINANT.
- E. LETTERS OF REPRIMAND SHALL BE MAINTAINED IN THE EMPLOYEE'S PERSONNEL FILE. HOWEVER, IF AFTER SIX (6) MONTHS NO FURTHER DISCIPLINARY ACTION SHALL HAVE OCCURRED THE LETTER OF REPRIMAND SHALL HAVE NO BEARING ON ANY FUTURE DISCIPLINE.

F. ALL PERSONNEL FILES WILL BE CAREFULLY MAINTAINED AND SAFEGUARDED PERMANENTLY AND NOTHING PLACED IN ANY FILES SHALL BE REMOVED THEREFROM UNLESS DONE SO IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. ANY UNAUTHORIZED REMOVAL OF ANY MATERIAL FROM A PERSONNEL FILE BY ANY MEMBER OF THE BARGAINING UNIT SHALL SUBJECT THAT MEMBER TO APPROPRIATE DISCIPLINARY ACTION.

ARTICLE 27: RETENTION OF BENEFITS

- A. THE EMPLOYER AGREES THAT, ALL LAWFUL BENEFITS AND TERMS AND CONDITIONS OF EMPLOYMENT EXISTING AT THE COMMENCEMENT OF THIS AGREEMENT SHALL BE CONTINUED IN EFFECT IN ACCORDANCE WITH NEW JERSEY LAW. ALL EXISTING BENEFITS AND PRACTICES PREVIOUSLY ENJOYED BY MEMBERS OF THE BARGAINING UNIT NOT MODIFIED BY THIS AGREEMENT SHALL REMAIN "AS IS."
- B. IF, AT THE CONCLUSION OF THIS AGREEMENT, A SUCCESSOR AGREEMENT IS NOT ACHIEVED, ALL BENEFITS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE, TO INCLUDE, SALARY AND STEP INCREASES, LONGEVITY AND LEAVE TIME ACCRUALS, UNTIL SUCH TIME AS A SUCCESSOR AGREEMENT IS REACHED.

ARTICLE 28: **MODIFICATION**

- A. THIS CONTRACT SHALL NOT BE CHANGED OR ALTERED IN ANY WAY DURING, THE CONTRACT TERM WITHOUT THE WRITTEN CONSENT OF BOTH PARTIES.

- B. ANY MODIFICATION MUST BE FORMALIZED IN WRITING AND SIGNED BY THE PARTIES TO THIS AGREEMENT. NO ORAL MODIFICATION WILL BE DEEMED VALID UNLESS REDUCED TO WRITING AND INCORPORATED INTO THIS AGREEMENT.

ARTICLE 29: SEVERABILITY AND SAVINGS

- A. IF ANY PROVISION OF THIS AGREEMENT IS SUBSEQUENTLY DECLARED BY THE PROPER LEGISLATIVE OR JUDICIAL AUTHORITY OR COURT OF COMPETENT JURISDICTION TO BE UNLAWFUL, UNENFORCEABLE, OR NOT IN ACCORDANCE WITH APPLICABLE STATUTES, ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE DURATION OF THIS AGREEMENT.

- B. UPON REQUEST OF EITHER PARTY, THE PARTIES AGREE TO MEET AND RENEGOTIATE ANY PROVISION SO AFFECTED.

ARTICLE 30: **TERM OF RENEWAL**

- A. THIS AGREEMENT SHALL HAVE A TERM FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2017. IF THE PARTIES HAVE NOT EXECUTED A SUCCESSOR AGREEMENT BY DECEMBER 31, 2017, THEN THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL A SUCCESSOR AGREEMENT IS EXECUTED. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT SHALL BE IN ACCORDANCE WITH THE NJSA TITLE 34, AND ANY/ALL RELEVANT STATUTES AND CASE LAW.
- B. THE RETROACTIVE EFFECT OF THIS CONTRACT APPLIES ONLY TO THOSE IN THE EMPLOY OF THE BOROUGH AS OF THE EFFECTIVE DATE OF THIS AGREEMENT WITH THE SOLE EXCEPTION OF PERSONS WHO DIED OR RETIRED SINCE JANUARY 1, 2015.
- C. IF ANY PORTION OF THIS CONTRACT IS DEEMED TO BE ILLEGAL BY STATE OR FEDERAL LAW, ONLY THAT PORTION OF THE CONTRACT SHALL BE VOID AND THE REMAINDER OF THE CONTRACT SHALL REMAIN IN EFFECT.

THIS AGREEMENT IS ENTERED INTO THIS 9 DAY OF MARCH, 2016.

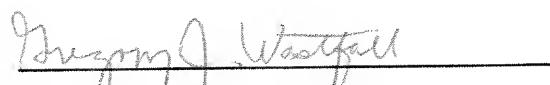
FOR THE UNION:



ANTHONY RANDO, BARGAINING UNIT CHAIRMAN
FRATERNAL ORDER OF POLICE LODGE 114
ALLENTOWN POLICE DEPARTMENT
FOP-NEW JERSEY LABOR COUNCIL

DATE: 3-09-2016

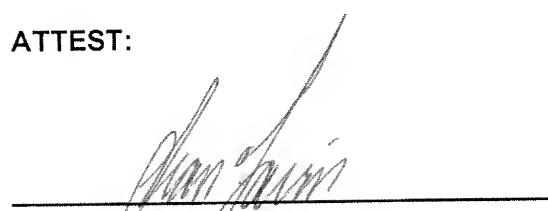
FOR THE BOROUGH:



GREGORY J. WESTFALL, MAYOR
BOROUGH OF ALLENTOWN

DATE: 3-9-2016

ATTEST:



SEAN LAVIN, EXECUTIVE DIRECTOR
FOP-NEW JERSEY LABOR COUNCIL

DATE: 3/09/2016

ATTEST:



LAURIE GAVIN, ACTING CLERK
BOROUGH OF ALLENTOWN

DATE: 3/09/16